

# **EXHIBIT 1**

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

FENWICK COMMONS HOMEOWNERS ASSOCIATION, INC.

Plaintiff(s)

vs.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE  
COMPANY, ET AL.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2018 -CP - 10 - 5629

Submitted By: Phillip W. Segui, Jr.

Address: 864 Lowcountry Blvd., Ste. AMt. Pleasant, SC 29464SC Bar #: 7029Telephone #: (843) 884-1865

Fax #:

Other:

E-mail: psegui@seguilawfirm.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

## DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.  
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

## NATURE OF ACTION (Check One Box Below)

- |   |  |   |   |
|---|--|---|---|
| <b>Contracts</b><br><input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Fraud/Bad Faith (150)<br><input type="checkbox"/> Failure to Deliver/Warranty (160)<br><input type="checkbox"/> Employment Discrim (170)<br><input type="checkbox"/> Employment (180)<br><input type="checkbox"/> Other (199) _____<br><b>Inmate Petitions</b><br><input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599) _____ | <b>Torts - Professional Malpractice</b><br><input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20____-NI-_____<br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299) _____<br><b>Administrative Law/Relief</b><br><input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture—Consent Order (850)<br><input type="checkbox"/> Other (899) _____<br><b>Special/Complex /Other</b><br><input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Construction Defects<br><input checked="" type="checkbox"/> Other (699) _____<br><input type="checkbox"/> Sexual Predator (510)<br><input type="checkbox"/> Permanent Restraining Order (680)<br><input type="checkbox"/> Interpleader (690) | <b>Torts – Personal Injury</b><br><input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Assault/Battery (370)<br><input type="checkbox"/> Slander/Libel (380)<br><input type="checkbox"/> Other (399) _____<br><b>Judgments/Settlements</b><br><input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)<br><input type="checkbox"/> Incapacitated Adult Settlement (790)<br><input type="checkbox"/> Other (799) _____ | <b>Real Property</b><br><input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499) _____<br><b>Appeals</b><br><input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Comm. (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) _____ |
|---|--|---|---|

Submitting Party Signature:

Date: November 27, 2018

**Note:** Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

**Effective January 1, 2016**, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

**Pursuant to the ADR Rules, you are required to take the following action(s):**

1. The parties shall select a neutral and file a “Proof of ADR” form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the “Notice of Intent to File Suit” or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.  
Failure to do so may affect your case or may result in sanctions.**

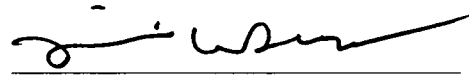
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDIDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO. 2018-CP-10- <u>5629</u>
FENWICK COMMONS HOMEOWNERS	)	
ASSOCIATION, INC.,	)	<b>SUMMONS</b>
	)	<b>(Jury Trial Demanded)</b>
Plaintiff,	)	<b>(Declaratory Judgment)</b>
	)	
vs.	)	
	)	
PENNSYLVANIA NATIONAL MUTUAL	)	
CASUALTY INSURANCE COMPANY,	)	
PORTRAIT HOMES - SOUTH CAROLINA,	)	
LLC, PORTRAIT HOMES-FENWICK	)	
COMMONS, LLC, JJA CONSTRUCTION,	)	
INC. D/B/A JJA FRAMING, JJA	)	
CONSTRUCTION, INC. D/B/A JJA	)	
FRAMING COMPANY, JOSE CASTILLO	)	
D/B/A JJA FRAMING, AND JOSE	)	
CASTILLO D/B/A JJA FRAMING	)	
COMPANY,	)	
	)	
Defendants.	)	

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CLERK OF COURT

**TO THE DEFENDANTS ABOVE-NAMED:**

**YOU ARE HEREBY SUMMONED** and are required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers, at 864 Lowcountry Blvd., Ste. A., Mt. Pleasant, SC 29464, within thirty (30) days after the service thereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

SEGUI LAW FIRM, PC



Phillip W. Segui, Jr.  
SC Bar No.: 7029  
864 Lowcountry Blvd., Suite A  
Mt. Pleasant, SC 29464  
(843) 884-1865  
Email: [psegui@seguilawfirm.com](mailto:psegui@seguilawfirm.com)

November 27, 2018  
Mt. Pleasant, South Carolina

THE CHAKERIS LAW FIRM

John T. Chakeris  
SC Bar No.: 7060  
Alicia D. Petit  
SC Bar No.: 102801  
231 Calhoun St.  
Charleston, SC 29401  
(843) 853-5678  
Email: [john@chakerislawfirm.com](mailto:john@chakerislawfirm.com)

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDIDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO. 2018-CP-10- <u>5629</u>
FENWICK COMMONS HOMEOWNERS	)	
ASSOCIATION, INC.,	)	<b>COMPLAINT</b>
	)	<b>(Jury Trial Demanded)</b>
Plaintiff,	)	<b>(Declaratory Judgment)</b>
	)	
vs.	)	
	)	
PENNSYLVANIA NATIONAL MUTUAL	)	
CASUALTY INSURANCE COMPANY,	)	
PORTRAIT HOMES - SOUTH CAROLINA,	)	
LLC, PORTRAIT HOMES-FENWICK	)	
COMMONS, LLC, JJA CONSTRUCTION,	)	
INC. D/B/A JJA FRAMING, JJA	)	
CONSTRUCTION, INC. D/B/A JJA	)	
FRAMING COMPANY, JOSE CASTILLO	)	
D/B/A JJA FRAMING, AND JOSE	)	
CASTILLO D/B/A JJA FRAMING	)	
COMPANY,	)	
	)	
<u>Defendants.</u>	)	

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JULIE J. GIBSON  
CLERK OF COURT

The Plaintiff, complaining of the Defendants above-named, would allege and show as follows:

### **PARTIES**

1. The Plaintiff, Fenwick Commons Homeowners Association, Inc., is a non-profit South Carolina corporation that, by virtue of the Declaration of Covenants, Conditions and restrictions filed with the Register of Mesne and Conveyance for Charleston County at Book X575 Page 217, is charged with, among other things, the duty to repair and maintain the exteriors of all townhomes and common elements of the townhome community known as Fenwick Commons leached in Charleston County, State of South Carolina.

2. That, upon information and belief, the Defendant, Pennsylvania National Mutual Casualty Insurance Company, is a foreign corporation which issued policies of insurance to Defendants JJA Construction, Inc. d/b/a JJA Framing, JJA Construction, Inc. d/b/a JJA Framing Company, Jose Castillo d/b/a JJA Framing, and Jose Castillo d/b/a JJA Framing Company, insuring property and interests in this state, including but not limited to those issued from 2002 until 2010.

3. That, upon information and belief, the Defendant, Portrait Homes - South Carolina, LLC, is a limited liability company organized under the laws of the State of Illinois and is the developer and contractor of the townhome community known as Fenwick Commons and performed the development, construction, repairs and modifications to the property. The Defendant, Portrait Homes - South Carolina, LLC, is the agent and/or alter ego of the Defendant, Portrait Homes-Fenwick Commons, LLC, and the corporate interests of these two (2) Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

4. That, upon information and belief, the Defendant, Portrait Homes-Fenwick Commons, LLC, is a company organized under the laws of the State of Illinois and is the developer and contractor of the townhome community known as Fenwick Commons and performed the development, construction, repairs and modifications to the property. The Defendant, Portrait Homes-Fenwick Commons, LLC, is the agent and/or alter ego of the Defendant, Portrait Homes - South Carolina, LLC, and the corporate interests of these two (2) Defendants were amalgamated so that they in effect operated as one and the same entity.

Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

5. That, upon information and belief, the Defendant, JJA Construction, Inc. d/b/a JJA Framing, is a corporation organized in the State of North Carolina, conducting business in Charleston County, State of South Carolina, and at all relevant times herein was engaged as a subcontractor of Defendants Portrait Homes - South Carolina, LLC and Portrait Homes-Fenwick Commons, LLC in the construction and/or repair of the townhomes, and specifically installed the framing, windows, doors, secondary weather barrier, and flashings to the townhomes located in the Fenwick Commons project. The Defendant, JJA Construction, Inc. d/b/a JJA Framing, is the agent and/or alter ego of the Defendants, JJA Construction, Inc. d/b/a JJA Framing Company, Jose Castillo d/b/a JJA Framing, and Jose Castillo d/b/a JJA Framing Company, and the corporate interests of these four (4) Defendants are amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

6. That, upon information and belief, the Defendant, JJA Construction, Inc. d/b/a JJA Framing Company, is a corporation organized in the State of North Carolina, conducting business in Charleston County, State of South Carolina, and at all relevant times herein was engaged as a subcontractor of Defendants Portrait Homes - South Carolina, LLC and Portrait Homes-Fenwick Commons, LLC in the construction and/or repair of the townhomes, and specifically installed the framing, windows, doors, secondary weather barrier, and flashings to the townhomes located in the Fenwick Commons project. The Defendant, JJA Construction, Inc. d/b/a JJA Framing Company, is the agent and/or alter ego of the Defendants, JJA Construction,



Inc. d/b/a JJA Framing, Jose Castillo d/b/a JJA Framing, and Jose Castillo d/b/a JJA Framing Company, and the corporate interests of these four (4) Defendants are amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

7. That, upon information and belief, the Defendant, Jose Castillo d/b/a JJA Framing, is a citizen of the State of North Carolina, doing business as an individual or sole proprietorship in Charleston County, State of South Carolina, and at all relevant times herein was engaged as a subcontractor of Defendants Portrait Homes - South Carolina, LLC and Portrait Homes-Fenwick Commons, LLC in the construction and/or repair of the townhomes, and specifically installed the framing, windows, doors, secondary weather barrier, and flashings to the townhomes located in the Fenwick Commons project. The Defendant, Jose Castillo d/b/a JJA Framing, is the agent and/or alter ego of the Defendants, JJA Construction, Inc. d/b/a JJA Framing, JJA Construction, Inc. d/b/a JJA Framing Company, and Jose Castillo d/b/a JJA Framing Company, and the corporate interests of these four (4) Defendants are amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

8. That, upon information and belief, the Defendant, Jose Castillo d/b/a JJA Framing Company, is a citizen of the State of North Carolina, doing business as an individual or sole proprietorship in Charleston County, State of South Carolina, and at all relevant times herein was engaged as a subcontractor of Defendants Portrait Homes - South Carolina, LLC and Portrait Homes-Fenwick Commons, LLC in the construction and/or repair of the townhomes, and specifically installed the framing, windows, doors, secondary weather barrier, and flashings to

the townhomes located in the Fenwick Commons project. The Defendant, Jose Castillo d/b/a JJA Framing Company, is the agent and/or alter ego of the Defendants, JJA Construction, Inc. d/b/a JJA Framing, JJA Construction, Inc. d/b/a JJA Framing Company, and Jose Castillo d/b/a JJA Framing, and the corporate interests of these four (4) Defendants are amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

### **JURISDICTION**

9. This Court has jurisdiction over the parties and subject matter hereto.

### **FACTUAL ALLEGATIONS**

10. Plaintiff has brought suit against Defendants Portrait Homes - South Carolina, LLC, Portrait Homes-Fenwick Commons, LLC, JJA Construction, Inc. d/b/a JJA Framing, JJA Construction, Inc. d/b/a JJA Framing Company, Jose Castillo d/b/a JJA Framing, and Jose Castillo d/b/a JJA Framing Company in Civil Action No. 2018-CP-10-330, currently pending in the Charleston County Court of Common Pleas.

11. Defendant Pennsylvania National Mutual Insurance Company (hereinafter “Defendant Penn National”) issued Commercial General Liability insurance policies to JJA Construction, Inc. d/b/a JJA Framing, JJA Construction, Inc. d/b/a JJA Framing Company, Jose Castillo d/b/a JJA Framing, and Jose Castillo d/b/a JJA Framing Company (hereinafter “Defendants JJA”), including but not limited to policy numbers GL9 0601617, effective from December 5, 2002 to March 2, 2005, GL9 0601617, effective from March 2, 2005 to December 5, 2006, GL9 0601617, effective from December 5, 2006 to December 5, 2008, GL9 0649575, effective from July 9, 2008 to August 15, 2008, GL9 0649575, effective from August 15, 2008 to

November 2, 2008 and July 9, 2009 to July 21, 2009, and GL9 0649575, effective from July 21, 2009 to July 9, 2010 (hereinafter “the Penn National policies”).

12. Upon information and belief, Defendants Portrait Homes - South Carolina, LLC and Portrait Homes-Fenwick Common-LLC (hereinafter “Defendants Portrait”) are named as additional insureds under the Penn National policies.

13. Through its agents, Defendant Penn National underwrote and issued the Penn National policies knowing Defendants JJA’s and Defendants Portrait’s potential risks and the necessary protections Defendants were seeking through insurance coverage.

14. The Penn National policies issued by Defendant Penn National to Defendants JJA and Defendants Portrait were intended to cover, among other things, the type of damage alleged in the underlying action pending in the Charleston County Court of Common Pleas, Civil Action No. 2018-CP-10-330.

**FOR A FIRST CAUSE OF ACTION**

**(Declaratory Relief)**

**(As to Pennsylvania National Mutual Casualty Insurance Company)**

15. Each and every allegation contained in paragraphs 1 through 14 above are incorporated herein by express reference as if fully set forth.

16. This claim is made pursuant to the South Carolina Declaratory Judgment Act, S.C. Code § 15-53-10, *et. seq.*, in that Plaintiff alleges that damages have been caused to it by virtue of the negligent acts of Defendants Portrait and Defendants JJA.

17. Plaintiff has initiated an action against Defendants Portrait and Defendants JJA, and Plaintiff is a third-party beneficiary of the insurance coverage limits of Defendant Penn National and Defendants Portrait and Defendants JJA, in accordance with the terms of the

policies referenced above.

18. Pursuant to South Carolina Statutory Authority § 38-61-10 of the South Carolina Code of Laws, all contracts of insurance on property, lives, or interests in this State are considered to have been issued in this State and are subject to this State's decisional law.

**FOR A SECOND CAUSE OF ACTION**  
**(Reformation of Insurance Policies)**  
**(As to Pennsylvania National Mutual Casualty Insurance Company)**

19. Each and every allegation contained in paragraphs 1 through 18 above are incorporated herein by express reference as if fully set forth.

20. Through its agents, Defendant Penn National underwrote and issued the insurance policies at issue knowing Defendants Portrait's and Defendants JJA's potential risks and the necessary protections these Defendants were seeking through insurance coverage.

21. Defendant Penn National and Defendants Portrait and Defendants JJA intended the policies to cover, among other things, the type of damage alleged in the underlying actions currently pending in the Charleston County Court of Common Pleas, Civil Action No. 2018-CP-10-330.

22. If the policies are deemed not to cover the damages claimed in the underlying action, which Plaintiff denies, then Plaintiff is entitled to reformation of the policies to cover such damage.

**DECLARATORY JUDGMENT**

23. Plaintiff is informed that in respect of each of the matters set forth above, a justiciable controversy exists between and among the parties in which the parties have a legal and actual interest and which is ripe for resolution. Plaintiff asks that this Court inquire into the

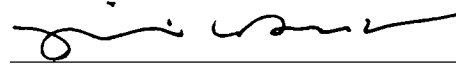
dispute between and among the parties, review the policies of insurance issued by Penn National, and issue a Declaratory Judgment that Penn National is obligated to insure Defendants Portrait and Defendants JJA for the claims made by Plaintiff up to their policy limits pursuant to the terms of the Penn National policies.

**RELIEF REQUESTED**

WHEREFORE, the Plaintiff respectfully prays that the Court issue an Order declaring the rights of the parties under the Penn National policies and any applicable Penn National policy to be discovered in regards to the claims made against Defendants Portrait Homes - South Carolina, LLC, Portrait Homes-Fenwick Commons, LLC, JJA Construction, Inc. d/b/a JJA Framing, JJA Construction, Inc. d/b/a JJA Framing Company, Jose Castillo d/b/a JJA Framing, and Jose Castillo d/b/a JJA Framing Company and further declare that Defendant Pennsylvania National Mutual Insurance Company is required to insure and indemnify Defendants Portrait Homes - South Carolina, LLC, Portrait Homes-Fenwick Commons, LLC, JJA Construction, Inc. d/b/a JJA Framing, JJA Construction, Inc. d/b/a JJA Framing Company, Jose Castillo d/b/a JJA Framing, and Jose Castillo d/b/a JJA Framing Company for the claims against them in the underlying action, as well as for the attorney's fees and cost of this action.

Respectfully submitted,

SEGUI LAW FIRM, PC



Phillip W. Segui, Jr.  
SC Bar No.: 7029  
864 Lowcountry Blvd., Suite A  
Mt. Pleasant, SC 29464  
(843) 884-1865  
Email: [psegui@segulawfirm.com](mailto:psegui@segulawfirm.com)

November 27, 2018  
Mt. Pleasant, South Carolina

THE CHAKERIS LAW FIRM

John T. Chakeris  
SC Bar No.: 7060  
Alicia D. Petit  
SC Bar No.: 102801  
231 Calhoun St.  
Charleston, SC 29401  
(843) 853-5678  
Email: [john@chakerislawfirm.com](mailto:john@chakerislawfirm.com)

Attorneys for Plaintiff

**SEGUI LAW FIRM PC**

864 Lowcountry Boulevard  
Suite A  
Mount Pleasant, SC 29464

T 843-884-1865

Phillip W. Segui, Jr.  
psegui@seguilawfirm.com

November 27, 2018

Clerk of Court  
Charleston County Court of Common Pleas  
100 Broad Street, Suite 106  
Charleston, SC 29401

RE: Fenwick Commons Homeowners Association, Inc. v. Pennsylvania National Mutual  
Casualty Insurance Company, et al.  
Civil Action No.: 2018-CP-10- 5629

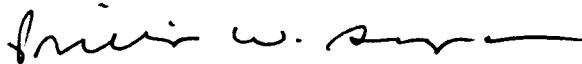
Dear Sir or Madam:

Please find enclosed the original and one (1) copy of the Civil Action Coversheet, Summons and Complaint in the above-referenced case. If you would, please file the originals and return the clocked copies to me in the enclosed, self-addressed, stamped envelope.

Please also find enclosed a check in the amount of \$150.00 for the filing fee.

Your assistance in this matter is greatly appreciated. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Phillip W. Segui, Jr.

PWS/esm

Enclosure

cc: John T. Chakeris, Esquire (w/enclosure) - via electronic mail only